IN THE HIGH COURT OF JUDICATURE OF BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.77 OF 2007
IN
SUIT NO.718 OF 2006

LIC Housing Finance Limited. ..Plaintiffs.

V/s.

Mohammed Arif Ahmed Vadgama & Anr. ..Defendants.

Mr.Kirit Mody i/b. M/s. Little & Co. for plaintiffs.

CORAM: A.M.KHANWILKAR,J

DATE : JUNE 4, 2007.

P.C. :

1. Counsel for the plaintiffs fairly submits that at this stage of the proceeding, if the Court were to confirm ad-interim relief granted on February 9, 2007, it will not be necessary to go into other questions, particularly in the context of prayer for appointing Court Receiver. It is submitted that the plaintiffs be granted liberty to take out fresh Notice of Motion for the said relief, if and when occasion arises.

2. As none appears for the defendants though served and no reply has been filed to counter the assertions made in the plaint and the affidavit in support of the Notice of Motion, I have no hesitation

in confirming the ad-interim order passed on 9th February, 2007, which is in terms of the prayer clause (b) of the Motion. Accordingly, Motion is made absolute in terms of prayer clause (b) as that relief has gone uncontested.

3. In so far as relief in terms of prayer clause (a) is concerned, liberty is granted to the plaintiffs to take out fresh Notice of Motion, if and when occasion arises in future.